Appendix
Chapter XI Other/Miscellaneous

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11.1 Agreements with Sister Agencies

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11.1 Agreements with Sister Agencies

Excerpt from San Francisco Memorandum of Understanding Between the Airport and Another City Department:

MEMORANDUM OF UNDERSTANDING
BETWEEN THE AIRPORT COMMISSION
AND
THE OFFICE OF THE CONTROLLER
FISCAL YEAR 2007/08

***This** memorandum of understanding ("**MOU**") **is entered into** as of July 1, 2007 by and between John L. Martin, Airport Director, of the San Francisco Airport Commission ("Airport") and Edward Harrington, Controller for the City and County of San Francisco, **to memorialize the agreement between the Airport and the Controller and** to **outline the parameters** under which the parties will cooperate to provide the services listed below during Fiscal Year 2007/08. This MOU expires on June 30, 2008.*

***This MOU is made in recognition of the requirements of** (1) **the** Federal Aviation Administration's ("**FAA**") Final Policy and Procedures Concerning the Use of Airport Revenue ("**Diversion Policy**"), **and** (2) **the 1981 Settlement Agreement** between the City, the Airport and the major airlines serving San Francisco International Airport.*

Consistent with the above-mentioned goals, legal and contractual requirements, the Airport and Office of the Controller agree as follows:

SERVICES TO BE PROVIDED:

- *Airport concession and airline tenant audit services as requested and agreed upon by the Airport Commission.*
- *Proposition C audit for the Airport.*
- *Online FAMIS financial systems support and maintenance for Airport transactions.*
- *Payroll/Personnel services for the Airport.*
- *Airport share of Budget and Performance Measurement System (BPMS)*

11.1 Agreements with Sister Agencies

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BUDGETED MOU AMOUNT: $1,440,804

- *$629,931 - Internal Audits and Proposition C Audit*
- *$529,448 - Financial Systems.*
- *$26,002 – Budget and Performance Measurement System*
- *$255,423 - Payroll/Personnel.*
  - *Airport share of the Peoplesoft Payroll system enhancement.*
- *The Airport and the Controller agree that services and costs incurred under this MOU are estimated to be $1,440,804 in Fiscal Year 2007/08.*

….

DOCUMENTATION VERIFYING ACTUAL COSTS OF DIRECT SERVICES:

- *<u>Personnel Costs</u>*
  - *a.) Hourly rate = salary + mandatory fringe benefits. The billing rate should reflect the actual pay rate of the employees, not a budgeted rate.*
  - *b.) Hours worked on Airport tasks.*
  - *c.) Classification number of position & title*
  - *d.) Identify tasks*
  - *e.) Location of staff*

- *<u>Non-Labor Costs</u>: documentation (e.g. copies of invoices, receipts) of associated non-labor costs i.e. copies of invoices (such as court filing fees relating to Airport matters, real estate recording fees relating to Airport property, fuel sold to the Airport and parts or equipment being purchased or installed for the Airport) must be submitted by the Controller's Office.*

- *<u>Additional Documentation Required from the Controller</u>*
  - *a.) Financial Systems - documentation to support billing charges billed based on transactions.*
  - *b.) Payroll - documentation support for allocation to the Airport based on*

number of paid staff and checks and advises issued.

11.1 Agreements with Sister Agencies

- *<u>Optional Billing Method:</u>* ***Subject to Airport approval, the Controller's Office may bill the Airport at a fixed hourly rate*** *which excludes overhead costs for internal audits. The Controller's Office must provide the Airport with documentation detailing rate computation and rate components for the fixed hourly rate.* ***Payments will not be made without proper documentation.***

SFO

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11.2 Public Art

11.2 Public Art

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Excerpt from San Francisco Memorandum of Understanding Between the Airport and Another City Department:

MEMORANDUM OF UNDERSTANDING
BETWEEN THE AIRPORT COMMISSION
AND
THE OFFICE OF THE CONTROLLER
FISCAL YEAR 2007/08

This memorandum of understanding ("MOU") is entered into as of July 1, 2007 by and between John L. Martin, Airport Director, of the San Francisco Airport Commission ("Airport") and Edward Harrington, Controller for the City and County of San Francisco, to memorialize the agreement between the Airport and the Controller and to outline the parameters under which the parties will cooperate to provide the services listed below during Fiscal Year 2007/08. This MOU expires on June 30, 2008.

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Consistent with the above-mentioned goals, legal and contractual requirements, the Airport and Office of the Controller agree as follows:

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- *Proposition C audit for the Airport.*
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  - *Airport share of the Peoplesoft Payroll system enhancement.*
- *The Airport and the Controller agree that services and costs incurred under this MOU are estimated to be $1,440,804 in Fiscal Year 2007/08.*

ASSIGNED STAFF TO THE AIRPORT:

- *Staff assigned by task and located downtown.*

DOCUMENTATION VERIFYING ACTUAL COSTS OF DIRECT SERVICES:

- *<u>Personnel Costs</u>*
  - *f.) Hourly rate = salary + mandatory fringe benefits. The billing rate should reflect the actual pay rate of the employees, not a budgeted rate.*
  - *g.) Hours worked on Airport tasks.*
  - *h.) Classification number of position & title*
  - *i.) Identify tasks*
  - *j.) Location of staff*

- *<u>Non-Labor Costs</u>: documentation (e.g. copies of invoices, receipts) of associated non-labor costs i.e. copies of invoices (such as court filing fees relating to Airport matters, real estate recording fees relating to Airport property, fuel sold to the Airport and parts or equipment being purchased or installed for the Airport) must be submitted by the Controller's Office.*

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- *<u>Additional Documentation Required from the Controller</u>*

  c.) Financial Systems - documentation to support billing charges billed based on transactions.

  d.) Payroll - documentation support for allocation to the Airport based on number of paid staff and checks and advises issued.

- *<u>Optional Billing Method:</u> Subject to Airport approval, the Controller's Office may bill the Airport at a fixed hourly rate which excludes overhead costs for internal audits. The Controller's Office must provide the Airport with documentation detailing rate computation and rate components for the fixed hourly rate. Payments will not be made without proper documentation.*

BILLING PROCEDURES:

- *All billing under this Memorandum of Understanding shall be provided in accordance with the attached Interdepartmental Billing Procedures and shall include all documentation itemized under the documentation verifying actual costs of direct services section above.*
- *No payments will be made without a signed MOU and documentation verifying the actual cost of direct services.*

BILLING DISPUTES:

- *The Airport Finance Director will meet with the Deputy Controller to resolve any billing disputes.*

It is further agreed that the Controller's Office will charge the Airport for direct services provided to the Airport in accordance with this MOU. This shall include the documented full cost of direct services including salaries, fringe benefits and non-labor direct costs. The Controller's Office will not charge the Airport for any indirect services without prior approval from the Airport.

This MOU has been entered into in triplicate on the date(s) below.

_____ _____

John L. Martin *Date*
Airport Director

_____ _____

Edward Harrington *Date*

Controller

[San Francisco]

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Excerpt from San Francisco Art Collection Policy and Guidelines:

POLICIES and GUIDELINES for the CIVIC ART COLLECTION of the CITY and COUNTY of SAN FRANCISCO UNDER THE JURISDICTION OF THE SAN FRANCISCO ARTS COMMISION
Approved 8/6/07 Arts Commission Resolution #0806-07-196

INTRODUCTION

In accordance with the City Charter Section 5.103, the San Francisco Arts Commission is charged to "encourage artistic awareness, participation and expression …promote the employment of artists and those skilled in the crafts…and enlist the aid of all City and County governmental units in the task of ensuring the fullest expression of artistic potential by and among the residents of San Francisco."

This document establishes policies and procedures for the acquisition, placement, care, and management of works of art for the art collection of the City and County of San Francisco. All artworks owned by the City and County of San Francisco are under the jurisdiction of the San Francisco Arts Commission, whether acquired through the Art Enrichment Ordinance, Gifts or Bequests, or by any other method and are governed by the following policies.

Mission:

The mission of the Civic Art Collection is to promote a rich, diverse, and stimulating cultural environment in order to enrich the lives of the city's residents, visitors and employees, and to enhance the city's image both nationally and internationally. The San Francisco Arts Commission is committed to acquiring works of art for the Civic Art Collection of the highest aesthetic standards reflective of diverse social and cultural perspectives. Acquisition by the City and County of San Francisco implies a commitment to the preservation, protection and display of the artwork for the public benefit.

Goals of the Civic Art Collection:

1. Artwork acquired and maintained within the collection should reflect the highest aesthetic standards
   a. Objects accepted into the collection must be of known authorship and be accepted based on their value as works of art.
   b. Objects whose primary identity is that of an historical, architectural, or religious artifact should not be included in the collection.
2. Artwork accepted into the collection should be able to be permanently exhibited in an appropriate site, and be able to be maintained by the Commission for public display according to the guidelines herein.
3. The City's collection should be diverse in its representation of artists and artistic styles and be reflective of the ethnic diversity of the local population.
4. The City's collection should emphasize Bay Area artists, styles and movements, but should also seek to include the work of artists nationally and internationally so that local culture may be seen within a global context.
5. Artwork acquired and accepted into the collection should be appropriate in scale, media and context with its intended display location, and be relevant within the cultural, historical, social/political and environmental context of San Francisco and the Bay Area.

1. DEFINITIONS:

- **Accession:** The formal process used to accept an artwork into the Civic Art Collection and record an item as a Collection Object.
- **Administrative Code:** Administrative Code of the City and County of San Francisco. May be modified by a majority vote of the Board of Supervisors.
- **Arts Commission:** Charter mandated department governed by 15 members appointed by the mayor, in addition to one ex-officio member. The make-up, function, powers, and duties of the Arts Commission are defined in the City Charter Section 5.103 and further defined in sec. 2A.150 and 2A.150.1of the Administrative Code.

Excerpt from San Francisco International Airport Memorandum of Understanding with the San Francisco Art Commission:

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MEMORANDUM OF UNDERSTANDING
BETWEEN
SAN FRANCISCO AIRPORTS COMMISSION
AND
THE SAN FRANCISCO ART COMMISSION

This Memorandum of Understanding constitutes a mutual agreement between the Airport Commission (Airport) and the Art Commission of the City and County of San Francisco, for the purposes of defining the working relationship and responsibilities of each department.

The Airport and Art Commissions have agreed to the following procedures relative to the acquisition and maintenance of works of art for the San Francisco International Airport.

I. **Airport Art Steering Committee**

A. Composition:
The Airport Art Steering Committee will be composed of six members; 3 representatives appointed by the Director of Airports, and 3 representatives appointed by the Chair of the Visual Arts Committee of the Art Commission.

B. **Purpose, Goals and Objectives** (revised and adopted June 6, 1991 by the Airport Art Steering Committee):

Purpose:
The purpose of the Airport Art Steering Committee is to develop policy and make program recommendations for the Art Enrichment Program at the San Francisco International Airport. The scope of the committee's purview includes both the existing collection and new art enrichment projects. Steering Committee recommendations must be formally approved by the full Airport and Arts Commissions.

Goals: To promote an art enrichment program for the airport that meets the following criteria:

1. Results in an art program/collection of the highest aesthetic standards
2. Provides enjoyment for the airport visitor
3. Functions within the airports' operational requirements

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4. Enhances the national and international prestige of SFO and the City and County of San Francisco

Objectives:

1. To develop policy and program procedure guidelines relative to the permanent art collection at the San Francisco International Airport. This includes, but is not limited to:

   a. Evaluation of existing collection

   b. Development of a de-accessioning policy and guidelines for the existing collection.

   c. Approval of recommendations regarding works to be de-accessioned and/or re-sited.

   d. Approval of a maintenance schedule and annual budget recommendations.

2. To develop an Art Master Plan for the commissioning of new works for the new proposed International Terminal Complex.

   a. To approve a planning budget and timeline

   b. To review and approve Art Master Planning objectives and activities

   c. To approve hiring of consultants for planning process.

   d. To approve language to be included in RFQ for architects regarding their interaction with artists for project

   e. To solicit involvement of additional staff and/or community members in planning as deemed appropriate.

   f. To review drafts of the Art Master Plan and comment as necessary

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g. To review and approve recommended locations for siting of artwork.

h. To review wording of standard artist contracts for commissioning work.

i. To present and support adoption of all of the above to Airports and Art Commissions.

3. To oversee the commissioning of new works

a. To review and approve project guidelines and budget

b. Review selection panel recommendations and recommend approval to respective commissions

c. Review and approve artist proposals

4. To promote and support Committee recommendations to Art and Airports Commissions.

C. AASC Meeting Agenda and Minutes
The Art Commission will provide the Airports Commission Secretary with copies of all AASC meeting agendas and minutes.

II. Art Enrichment for Airport Master Plan Projects

A. Art Master Plan
The Art Commission will develop a comprehensive Art Master Plan for the incorporation of new artwork into the Airport Master Plan Projects. The Airport Art Master Plan will be reviewed by the AASC before being submitted to the Airports and Art Commissions for adoption.

B. Funding
Funding for art enrichment for the Airport Master Plan Projects will be calculated at 1 1/2% of the gross estimated project cost of eligible buildings at the Airport. Upon the appropriation of the bond proceeds after bonds are sold to finance the construction of the eligible structures, all or a negotiated percentage of the art enrichment funds

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will be work ordered to the Art Commission, and maintained in a separate Airport account.

III. Selection/Commissioning and Deaccessioning of Art Work

A. Artist/Artwork Selection
The selection of artists and/or artwork will be the responsibility of the Art Commission, and will be carried out in accordance with the Art Commission's Policies and Guidelines for the Civic Art Collection.

B. Artist Selection Panel Representation
In accordance with the Art Commission's guidelines, the Art Commission shall appoint all guest members of artist selection panels. Selection panels for airport projects shall comprise the following voting members:

a. 1 member representing the Airport, appointed by the Director of Airports.

b. 1 member representing the Art Commission appointed by the Chair of the Visual Arts Committee

c. 1 member representing the project architectural team

d. 3 guest arts professionals

C. Review and Approval of Selected Artists, Art and Proposals, and Direct Art Purchases

1. Artist Selection
Artists recommended for design contracts by Selection Panels will be approved by both the Art and Airports Commission prior to awarding contracts, but need not be approved first by the Steering Committee.

2. Project Proposals
Artist's project proposals will be reviewed and approved at each major stage of development (conceptual design, and completion of design development)by the AASC prior to being submitted to the Airports and Art Commissions for final approval.

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3. Final Acceptance
The AASC will review and approve completed and/or installed art projects and make a recommendation to the Airports and Art Commissions for final acceptance into the City's collection.

4. Approval of Direct Purchase of Artwork
All artwork proposed for acquisition through direct purchase for the Airport will be reviewed and approved by the AASC prior to being submitted to the Airports and Art Commissions for approval for purchase.

D. Removal, Relocation, and/or Deaccessioning of Artwork

1. Airport Remodeling or Operational Changes Requiring Relocation or Storage of Artwork

Most relocation and/or storage of artwork necessitated by Airport remodeling will be handled on an Airport/Art Commission staff level. The Airport will make a good faith effort to notify the Art Commission of its intend to make changes that will effect the artwork in sufficient time for Art Commission staff to identify alternative locations for the artwork. The Art Commission will make a good faith effort to respond to a request by the Airport to relocate artwork in a timely manner.

Proposed remodeling that will require the removal of major artworks, impair the visibility of the artwork, or otherwise affect the relationship of the artwork to the site, will first be submitted to the Airport Art Steering Committee for review.

2. Permanent Removal, Alteration, Destruction and/or Deaccessioning of Artwork
Proposed permanent removal, alteration, destruction or deaccessioning of artwork will be reviewed by the AASC in accordance with the Art Commission's Removal, Alteration, Destruction and Deaccessioning Policies and

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Procedures, and in accordance with any specific criteria or guidelines developed for the Airport Art Collection that have been approved by the AASC and adopted by the Airports and Art Commissions.

3. Cost of Art Relocation and Storage
The expense of relocating or storing artwork, or any other related expenses incurred as a result of Airport remodeling that necessitates the removal of artwork will be borne by the Airport.

IV. **Maintenance**

A. Types of Maintenance
There are three major types of maintenance needs for the art collection at the Airport:

1. Repair, replacement or improvement of artwork (i.e. repair or replacement of cases, framing, installation barriers, etc.). These costs may be charged against bond funds if bond funds are available.

2. Routine Maintenance such as dusting of plexiglas cases.

3. Major cleaning of artwork requiring specialized equipment and/or expertise; professional inspection of artwork to determine when maintenance or conservation is necessary.

B. Maintenance Responsibilities and Procedures

1. Inspection: The Art Commission will conduct a formal inspection of the collection on a bi-annual basis.

2. Maintenance Evaluation and Annual Budget Request: The Art Commission is responsible for determining maintenance and conservation needs on an annual basis. An annual conservation/maintenance report will identify ongoing maintenance needs that can be carried out by Airport personnel (i.e. dusting of cases), as well as maintenance and conservation needs that require use of specialized personnel and equipment. Conservation and maintenance needs that have

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a cost impact to the Airport, will be included in an annual budget request to be submitted by the Art Commission to the Airport.

Whenever possible, the Airport will make available to the Art Commission equipment such as lifts to help reduce the cost of conservation and maintenance work on the collection.

3. Coordination and Cooperation: The Airport and Art Commission staffs will continue to work together in the spirit of mutual cooperation to ensure the coordination of efforts to maintain and conserve the art collection within the requirements of Airport operations.

4. Records: Catalogue records, artist files, condition reports, maintenance records and conservation reports will be kept by the Art Commission. Copies of these documents will be provided to the Airports Commission upon request. The Art Commission will also make periodic evaluation of the insurance values assigned to the art works.

5. Vendor Contracts: The Art Commission will contract with vendors for repair, replacement, cleaning, maintenance or improvement of art work.

6. Notification:
   1. The Art Commission will notify the Airport Liaison in advance of scheduling any on site work such as, installation, removal, relocation and or maintenance of art at the airport.

   2. The Airport Liaison is responsible for notifying the necessary department(s) at the airport of any work scheduled by the Art Commission.

   3. The Airport Liaison is responsible for notifying the Art Commission of any

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damage, problems, missing plaques, etc. associated with the airport collection.

V. General Administrative Procedures
Both the Art Commission and the Airport agree to follow the procedures below:

A. Funds for art enrichment will be calculated at 1.5% of the gross estimated project cost for the construction of eligible buildings at the Airport.

B. Upon Airports Commission approval of said construction projects mentioned in "A" above, the Airport will notify the Art Commission that said construction project has been approved. The Art Commission will propose the appropriate art enrichment program for the project along with the preliminary design budget and administrative costs and submit a line item project budget to the Airports Commission for approval.

C. Upon appropriation of the bond proceeds after bonds are sold to finance the design and construction of the eligible Airport structures, the Airports Commission will set up a work order to the Art Commission based upon the budget the Art Commission submitted for the project.

D. The Art Commission will approve invoices for art enrichment related costs, and submit these to the Airport for payment against the Airport art work order fund.

E. The invoices for the art enrichment program and related administrative costs related to the art enrichment design for the project will be paid out of the Airport art work order fund established in accordance with item "C" above.

F. Prior to the start of each fiscal year, during the annual budget preparation period, the Art Commission will submit to the Airport an estimate line item budget of the Art Commission costs related to the handling, maintenance and storage of the airport art collection.

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G. The Airport will issue a separate work order to the Art Commission for the maintenance costs mentioned in item "F" at the beginning of each fiscal year.

H. The Art Commission will invoice the Airport for the costs specified in "F", to be charged against the established maintenance work order.

I. The Art Commission will maintain separate accounting of work order funds provided by the Airport as follows:

a. Fund provided by the Airport from bond proceeds for art acquisitions in accordance with Charter provisions, i.e. 1.5% of gross estimate of eligible buildings.

b. Funds provided by the Airport from operating funds through the annual budget for maintenance, conservation, relocation and removal of artwork.

J. The Art Commission will provide the Airport with quarterly accounting that details all charges against all funds provided by the Airport. This should include a detail of all encumbrances and expenditures recorded by the Art Commission using Airport funds. This quarterly report must be accompanied by supporting documents such as copies of the contract authorization forms, direct payment voucher forms and invoices, term purchase agreement forms and purchase orders. The Art Commission will also provide the Airport with the names, classification, and the percentage of time of Art Commission staff whose salary and benefits are charged to the Airport funds. The Art Commission will also provide the Airport on a quarterly basis the percentage of overhead costs (i.e. telephone, postage, etc.) charged to these funds.

K. The Airport will not approve any transfer of funds (work order billings) without copies of the supporting documents listed above.

L. All art acquisitions provided by Airport funds are properties of the Airport under joint jurisdiction of the Airports and Art Commissions.

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M. The Art Commission will provide the Airport on or before June 30 of each fiscal year, in inventory (catalogue) of all art objects acquired by the Art Commission for the Airport. This inventory will form a part of Airport fixed assets inventory list. Likewise, the Art Commission will provide the Airport with documentation of any artwork that the Art Commission has deaccessioned.

Louis A. Turpen
Director of Airports

2-21-95
Date

Joanne Chow Winship
Director of Cultural Affairs

Dec 14, 1994
Date

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11.2 Public Art

BWI

Excerpt from Baltimore-Washington Cultural Exhibition Agreement:

MARYLAND DEPARTMENT OF TRANSPORTATION
MARYLAND AVIATION ADMINISTRATION

LOAN AGREEMENT

MAA-MA-08-006

THIS LOAN AGREEMENT *("Agreement") is entered into this _____ day of January 2008, by and between the Maryland Aviation Administration ("Administration") located at Post Office Box 8766, Third Floor, Terminal Building, BWI Airport, MD 21240-0766 and the Northern Arundel Cultural Preservation Society, Inc (Exhibitor) a corporation established under the Internal Revenue Code §501 (c)(3), whose address is 619 Woodsman Way, Crownsville MD 21032. In consideration of the mutual covenants and promises and other valuable consideration, the parties agree as follows:*

1. *The Exhibit Items ("Items") listed and described on Exhibit "A" attached hereto and hereby made a part hereof have been loaned by the Exhibitor, at its own risk, to the Administration for the purpose of exhibition at an exhibit location within the International Concourse located at Baltimore/Washington International Thurgood Marshall Airport ("BWI").*

2. *The Agreement is for a term of seventy nine (79) days ("Term") commencing on Tuesday, February 12, 2008 ("Commencement Date") and shall end on Wednesday, April 30, 2008 ("Termination Date"). Either party may cancel this Agreement upon ten (10) days prior written notice to the other party.*

3. *Prior to commencement of initial exhibit installation, Exhibitor shall submit Exhibit "B," attached hereto and hereby made a part hereof, detailed plans and specifications to include schematic renderings of the proposed exhibit installation and materials for the review and approval of the Administration. The Administration reserves the right to reject any designs submitted and the Exhibitor may be required to resubmit designs and layout proposals until they meet the Administration's approval. The Administration has an exclusive contract with JCDecaux Airport, Inc. (JCDecaux) for commercial terminal advertising. All "special exhibitions" promotions by Exhibitor shall be subject to advance review by JCDecaux; that is, the Exhibitor shall submit all proposed promotional copies to the Administration for review and approval prior to installation. In the event of corporate sponsorship of any promotions, JCDecaux may elect to waive its exclusive contract*

rights for that specific promotion, or advise the Administration to reject the promotion at JCDecaux's direction.

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BWI

4. The Exhibitor shall deliver, install and remove at their sole cost and expense, the Items for public display in such exhibit space(s) designated by the Administration, in its sole discretion, as depicted on Exhibit "C," attached hereto and made a part hereof.

5. *At least two (2) weeks prior to removal, the Exhibitor shall notify the Administration and make arrangements for such removal to occur.*

6. *The Exhibitor acknowledges that it shall be responsible at all times for any damage to, or loss of, the Items for display regardless of value, caused by third parties, and agrees to waive any and all claims against the Administration, the State of Maryland and any of its employees as a result of negligent acts of the employees in the course and scope of their employment acting in regards to this agreement in causing the damage or loss during the full period of the loan, including the installation and removal period, and including any damage or loss to the items on exhibit if such Items are removed in accordance with paragraph 8. The appraised value for the Items shall be included in the description provided by Exhibitor on Exhibit "A."*

7. *Title to the Items shall remain with the owner, Exhibitor.*

8. *In the event the Administration, in its sole discretion, determines that there is a need to relocate the Items within BWI or, after discussion with the Exhibitor to remove the Items from BWI, the Administration shall notify the Exhibitor in writing. By no later than ten (10) days after such written notice, the Exhibitor, at its sole cost and expense, shall relocate the Items promptly to another site selected by the Administration or, after discussion with the Exhibitor, remove the Items from BWI. Nothing in this Section shall preclude any right of the Administration to remove the Items from BWI after such notice is given, the parties have discussed the matter, and the Exhibitor has failed to remove them within the aforementioned ten (10) days. Further, at the Exhibitor's cost and expense, the Administration may store the Items left at the BWI Terminal Building by Exhibitor for not more than sixty (60) days, after which time such Items become the Administration's property at no cost to the Administration.*

9. *The Exhibitor, at its sole cost and expense, shall provide all maintenance, cleaning, and preservation of the Items. A schedule for such maintenance, cleaning and preservation shall be provided to the Administration within one (1) week of the commencement date for Administration's review and approval, and shall be attached hereto and incorporated herein as Exhibit "D." The Exhibitor's failure to properly maintain, clean and preserve its*

display as agreed to herein shall be deemed a breach of this Agreement whereupon the Administration shall have the right at any time to terminate this Agreement upon forty-eight (48) hours prior written notice.

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10. *Any notice, request, demand or other communication to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by facsimile transmission or certified mail return receipt requested, as follows:*

a. *if the Administration, to:*
Director, Office of Commercial Management
Maryland Aviation Administration
Third Floor, Terminal Building
P.O. Box 8766
BWI Airport, MD 21240-0766
Fax 410-850-4127

b. *if the Exhibitor, to:*
Northern Arundel Cultural Preservation Society, Inc.
619 Woodsman Way
Crownsville, MD 21032-2317

11. *The Exhibitor shall indemnify the Administration and hold the Administration harmless from and against any claim, suit, loss or damage including reasonable attorneys' fees suffered or incurred, in whole or in part, as a result of or in connection with any negligent act or omission of Exhibitor, respectively their employees, contractors, agents, or invitees, whether or not the matter giving rise to any such liability constitutes a breach of any express provisions of this Agreement. This indemnity shall not apply to any claim, suit, loss or damage of whatsoever nature arising out of the willful misconduct or negligence of the Administration, its authorized officers, agents, employees or representatives, which willful misconduct or negligence is the sole and exclusive cause of said loss, injury or damage. Further, this indemnification shall survive any termination of this Agreement for any reason.*

The Exhibitor, shall, at its own expense, maintain primary liability insurance with a reputable insurance company authorized to conduct business in the State of Maryland, and said insurance shall be endorsed to provide that it will not be cancelled without at least thirty (30) days advance written notice to the Administration.

Such insurance shall be maintained throughout the Term of this Contract, a standard form policy or policies, of insurance for the foregoing stated liability in the following type and amount:

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BWI

Commercial General Liability Insurance with combined single limit of not less than $1,000,000 to include but not be limited to bodily injury and/or death, premises/operations, independent contractors, property damage, personal injury, contractual insurance, and products/completed operations per occurrence.

The third party shall provide comprehensive form, owned, hired and non-owned coverage. Exhibitor agrees to furnish the Administration with the required endorsement and a Certificate or Certificates of Insurance from the insurance carrier(s) evidencing coverage of any third party working for the Exhibitor for operations on the Airport and the period of the policy, and indicating the type, kind and amount of insurance in effect. All policies shall identify the State of Maryland, the Department of Transportation, the Administration, its authorized agents, employees and representatives as additional insureds, not named insureds. The Administration shall be provided with at least thirty (30) days advance notice in writing of cancellation.

The Exhibitor shall furnish the certificate(s) of insurance (see Exhibit "E" which is hereto attached and made part of this Agreement) prior to any work being performed with the required endorsement in duplicate to the Administration for approval, unless otherwise specifically authorized by the Administration in writing. The Certificate(s) shall be sent to:

Events Planner/Project Coordinator
Office of Business Relations
Maryland Aviation Administration
P.O. Box 8766
BWI Airport, MD 21240-0766

The Administration reserves the right to obtain relevant endorsements, declaration pages, and/or a complete copy of said insurance policy or policies from the insured or carrier, evidencing the coverage required herein upon written demand. The failure of Administration at any time or from time to time, to enforce the foregoing insurance provisions shall not constitute a waiver of those provisions.

12. *The waiver of any breach of covenant or condition of the Agreement shall not be construed as a waiver of such covenant or condition, or as a waiver of any subsequent breach of the same or any other covenant or condition.*

13. *The terms, covenants and conditions of the Agreement shall be binding upon and inure to the benefit of the*

11.2 Public Art

BWI

parties hereto, their respective successors and assigns.

14. *No oral or prior written matter not contained in this instrument shall have any force or effect. This Agreement shall not be modified except by a writing subscribed to by both parties.*

15. *This Agreement is to be governed by, and construed in all respects in accordance with the laws of the State of Maryland.*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and year first written above.

ATTEST:

NORTHERN ARUNDEL CULTURAL PRESERVATION SOCIETY, INC.

_____ BY: _____

_____ (SEAL)

(TITLE)

FEDERAL I.D.

_____

WITNESS:

MARYLAND AVIATION ADMINISTRATION

_____ BY: _____
Helen M. Tremont, Director
Office of Commercial Management

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

BY: _____
Janice G. Salzman
Assistant Attorney General

<u>EXHIBITS</u>

Exhibit "A" List of items with their values, to be displayed at BWI To be supplied by the Exhibitor
Exhibit "B" Schematic of the displays provided by the exhibitor
Exhibit "C" Map showing display location within the BWI Airport terminal-Provided by MAA
Exhibit "D" Maintenance Schedule for Display at BWI Provided by the Exhibitor
Exhibit "E" Insurance Certificate Provided by the Exhibitor